



E. I. DU PONT DE NEMOURS & COMPANY  
INCORPORATED

WILMINGTON, DELAWARE 19898

LEGAL DEPARTMENT

SEP 046

EPA

13110001



SEMS DocID

643969

September 1, 1982

Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region I  
John F. Kennedy Federal Building  
Room 2103  
Boston, MA 02203

RECEIVED

SEP 7 1982

Attention: Joel Blumstein

REGION I  
OFFICE OF REGIONAL COUNSEL

Dear Sir:

Re: Letter, Lester A. Sutton to Richard E. Heckert,  
Re: Picillo Waste Disposal Site - Coventry,  
Rhode Island, Request for Information, dated  
July 22, 1982.

This letter constitutes the response of the Du Pont Company to the referenced letter regarding the Picillo waste site.

As a preliminary matter, we consider your request to be unreasonably broad, especially considering the minimal evidence at hand -- apparently a container which once held a Du Pont product and retains the original label. Since virtually anyone could use a drum so labeled for any purpose, it is in fact no link to the site at all and thus is not an appropriate basis for an inquiry under compulsion of either the Resource Conservation and Recovery Act or "Superfund". The difficulties are compounded by extending the information demand to all sites in Rhode Island and to our use of contractors as far away as New Jersey who performed many services unrelated to

DUP

Office of Regional Counsel  
U.S. EPA - Region I

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September 1, 1982

waste at all. Your unwillingness to share a description of the "evidence" is puzzling to us. It makes our search for relevant information more difficult and likely renders our response less useful for your purposes.

Nonetheless, Du Pont has a history of cooperating with environmental authorities and, despite the considerable burden, we have elected to try to respond to your inquiry fully. Our ability to do so in part resulted from prior related searches and the fact Rhode Island is a relatively small state where our operations are negligible. We have searched all available records at plant locations and corporate headquarters for documents responsive to your inquiry. We did not search the files of our subsidiaries who would use non-Du Pont labels.

Regarding questions 1 and 2, to the best of our knowledge Du Pont did not direct any waste to Rhode Island in 1976 and 1977. However, when conducting research regarding our waste practices to prepare our response to Congressman Eckhardt's questionnaire in 1979, we learned that one of our contractors, Zollo Drum Company, illegally directed perhaps 100 tons of wastes from our Fairfield plant to the Cranston, Rhode Island Sanitary Landfill. Zollo was supposed to deliver this waste to the Chemical Control Company in Elizabeth, New Jersey. The illegal diversion was discovered through our search of records Zollo was required to file with the State of Connecticut. This is set out in the attached letter dated May 30, 1979. Regarding this transaction, we attach our contract with Zollo dated May 3, 1975. We also attach relevant sections of our response to the Eckhardt survey for the Fairfield plant. This is the extent of available documentation. Based on current operations, this waste likely consisted of the following, packaged in drums: scrap "Fairprene" cements, water wash containing "Lecton" phenolic resins or "Teflon" dispersions, and miscellaneous materials such as those that had exceeded their shelf lives.

Regarding questions 3 and 4, to the best of our knowledge we conducted business with none of these twelve contractors except Scientific Chemical Processing, Inc. We attach copies of all documents now available related to these transactions. All invoices are grouped by site location: Parlin (two plants, one operated by our Fabrics and Finishes Department, the other Photo Products), Carney's Point, Deepwater, Grasselli, in New Jersey and Glasgow, Willow Bank, and Chestnut Run/Christina Lab in Delaware. Following these are available contracts in chronological order.

Office of Regional Counsel  
U.S. EPA - Region I

- 3 -

September 1, 1982

Please direct all future Du Pont correspondence to me  
at:

E. I. du Pont de Nemours and Company  
Legal Department (D-7082)  
1007 Market Street  
Wilmington, DE 19898

My phone number is (302) 774-2117.

Sincerely,

*Bernard J. Reilly* *cc Eugene Bermer*

Bernard J. Reilly

BJR:njf  
Attachments

cc: Daniel J. Schatz, Esq.  
Special Assistant Attorney General  
Providence, Rhode Island



E. I. DU PONT DE NEMOURS & COMPANY  
INCORPORATED

FABRICS & FINISHES DEPARTMENT

cc G. H. Bollman  
J. M. Blount

00001

13110004

R. A. M.

JUN 1 1979

May 30, 1979

TO: A. L. Dade - Wilm. B-2202

FROM: D. K. Fenstermacher

2591-299

Congressional Waste Questionnaire  
History of Waste Disposal  
Fairfield Plant

During the late 1920's and early 1930's the company was hauling most of its waste to a series of small dump sites located along Blaine and Ann Streets near what is now Nichols Street in Fairfield. This area is now a residential area. As far as we can determine none of the waste was in steel drums. In those days, the coating cements were so viscous that they were disposed of in coated-fabric bags.

During the late 1930's and the early 1940's the Fairfield plant had as its primary dump site a landfill owned by Emory Nemeczky on S. Pine Creek Road in Fairfield. Old timers say that flammable materials were dumped out on the ground and set on fire. Here again there is no knowledge of drummed waste or other hazardous wastes that could cause problems in future years. There is now a condominium complex being built near or on top of this dump site.

Also during the early 1940's the plant used an old gravel quarry located somewhere in the vicinity of Roberts Lane in Fairfield. As far as we can tell, no hazardous wastes were dumped in this site.

In October of 1948, the Town of Fairfield opened its municipal dump at One Rod Highway. All of our waste started going to that landfill as soon as it opened. Here again, at least in the early years, all of our flammable liquids and other hazardous wastes were dumped on the ground and set on fire. This practice continued until the late 1950's or early 1960's.

The solid waste material was hauled to this dump by company truck on a twice per day basis. The flammable liquids were taken to the dump approximately once a month--sixteen drums at a time. (This information is based on the memories of long-service employees).

Circa 1960 the Town of Fairfield stopped the practice of burning flammable wastes because of the resulting air pollution. From this time until 1972 all of the Fairfield Plant's liquid wastes

were put in 55 gallon drums and buried in the town dump. In May of 1972, the town stopped the disposal of liquid wastes at this dump site. Solid waste and garbage dumping continues to this day, but will be phased out in 1980.

Also sometime around 1960 the Fairfield plant stopped using its own equipment and personnel to haul waste to the dump. A local waste hauler, Reliable Refuse Service, was contracted to carry on this service. In 1976 Reliable Refuse Service was sold to a Mr. Al Bows who changed the name to Connecticut Refuse Service (CRS). CRS has been handling all of the plant's solid waste from that time on.

Since 1972, the Fairfield plant used the following companies for handling its liquid waste disposal.

1. Aug. '72 to Aug. '73--Criterion Company, P.O. Box 267, Hillsdale, NJ 07642.

I do not know why we stopped using them.

2. Sept. '73 to Dec. '73--Gaess Environmental Service Corp., 253 River Drive, Passaic, NJ 07055.

We stopped doing business with this firm because of pending legislation to stop interstate transport of industrial wastes into New Jersey for disposal.

3. During all of 1974 we had no waste disposal at all. We have indications that we accumulated over 400 drums of waste during this period. The problem of waste disposal continued into early 1975. Our purchasing department contacted several different disposal companies before awarding a contract to Zollo Drum Company, 22 Maple Ave., Beacon Falls, CT 06403.

4. The Zollo Drum Company took care of our waste cements from sometime in the second quarter of 1975 through to October of 1977. During this period Zollo reports that he took our material to the following three locations:

- a) Newton Refining Co.  
1780 Review Ave  
New York, NY

This location was apparently used during most of 1975.

- b) Chemical Control Company  
23 Front Street  
Elizabeth, NJ

This location was used during 1976 and early 1977.

c) Sanitary Land Fill  
1688 Pontiac Ave.  
Cranston, RI

00003

This location was used during the summer and early fall of 1977. Deliveries of waste to this location were done without our knowledge or approval. When we learned of this, we stopped doing business with the Zollo Drum Company.

Note: Information concerning the dates and locations where the Zollo Drum Company disposed of our materials was obtained from reports which Zollo must file with the State of Connecticut.

5. From October 1977 through to December 1978 the Fairfield plant did not dispose of any of its liquid waste. We accumulated almost 300 drums before we entered into a contract with Newco Chemical Waste Systems, Inc.
6. From December 1978 to the present time we have sent all of our liquid wastes to Newco Chemical Waste Systems, Inc., 4626 Royal Ave., Niagara Falls, NY 14303.

*D. J. Fantemacher 2591-298*

*Al, Attached is what little supporting data we have. Most of our information came from interviewing employees. Dave.*



INCORPORATED  
WILMINGTON, DELAWARE 19898

(FIELD LABOR)

June 3, 1975

OR 8233

DATE

CONTRACT ORDER NO.

ALT. NO. PAGE NO.

00604

E. I. DU PONT DE NEMOURS & COMPANY

SHIP TO:

13110007

Sollo Drum Company  
22 Maple Avenue  
Beacon Falls, Connecticut 06403

Fairfield, Connecticut

ISSUING POINT

R. P. Dunphy

ISSUED BY

This document shall constitute a Contract between us covering the work described herein.

**SCOPE OF WORK** - Contractor shall, except to the extent, if any, otherwise expressly stated herein, furnish all labor, materials, tools, equipment, facilities, and services, and do all things necessary at Du Pont's Fairfield Plant at Fairfield, Connecticut, in order to scrap waste material and disposal of same from site during the period 5/1/75 thru 4/30/76.

**SPECIFICATIONS** - Contractor agrees to perform the work hereunder in accordance with Du Pont sketches, specifications and data sheets issued for bidding purposes, and Contractor's proposal, all of which documents are incorporated herein and made a part hereof by reference:

**GENERAL CONDITIONS** - Contractor agrees that Du Pont's General Conditions, 10-7 which are attached hereto are made a part hereof, and shall be applicable to the work performed by Contractor hereunder. Any terms or conditions submitted by Contractor to Du Pont which are at variance or inconsistent with said General Conditions shall not be of any force or effect unless they are (1) reduced to writing and signed by both parties hereto, and (2) expressly referred to as being modifications of said General Conditions.

**COMPENSATION** - As full compensation for the work hereunder, Du Pont will pay Contractor \$9.00 per drum for waste solvents, \$12.00 per drum for heavy sludge.

**TERMS OF PAYMENT** - Net 30

alt #1 - add to this order:  
5 gal pails at \$1.50 ea.

ITEM	GEN LEDGER	SUB ACCOUNTS	REQUISITIONED BY	DELIVER TO	REQUISITION NO.
	7311	2128 - S	R. P. Dunphy		



E. I. DU PONT DE NEMOURS & COMPANY

INCORPORATED

WILMINGTON, DELAWARE 19898

(FIELD LABOR)

June 3, 1973

OR 8833

DATE

CONTRACT ORDER NO.

ALT.

00005

SHIP TO:

E. I. DU PONT DE NEMOURS & COMPA

13110008

SOLLO DIRM COMPANY

Fairfield, Connecticut

ISSUING POINT

R. P. Dunphy

ISSUED BY

**SAFETY & HEALTH** - Contractor shall comply with safety practices required by law and Du Pont's Plant at Fairfield, Connecticut.

**AGREEMENT OF INDEMNIFICATION** - The Agreement of Indemnification relative to the rendering by Du Pont of emergency first aid and related services, executed by Contractor, is hereby made a part of the Contract by reference, and must be submitted prior to start of work.

**COPIES** - Copies of the Indemnification agreement, Invoices, Release of Liens and Claims and the various documents which Contractor is required to furnish to Du Pont pursuant to the attached General Conditions will be forwarded to R. P. Dunphy at Fairfield, Connecticut.

**ENTIRETY** - This document and the attachments specifically referred to herein embodies the entire agreement and understanding between Du Pont and Contractor covering the work to be performed hereunder, and there are no agreements, understandings, conditions, warranties, or representations, oral or written express or implied, with reference to the subject matter hereof which are not merged herein. No modification hereof shall be of any force or effect unless covered by an alteration order issued by Du Pont and accepted by Contractor.

ITEM	GEN LEDGER	SUB ACCOUNTS	REQUISITIONED BY	DELIVER TO	REQ
	7311	2128	R. P. Dunphy		





E. I. DU PONT DE NEMOURS &amp; COMPANY

INCORPORATED

WILMINGTON, DELAWARE 19898

ENERGY AND MATERIALS DEPARTMENT

ZOLLO DRUM CO  
22 MAPLE AVE  
BEACON FALLS CT 06403

14902

**PURCHASE ORDER SUPPLEMENT  
AND  
CONTRACTOR'S CERTIFICATION FOR  
E. I. DU PONT DE NEMOURS & CO. (INC.) - 1975**

It is hereby agreed that the following provisions, which are also set forth in Section 202 of Executive Order 11246, are made a part of each agreement and purchase order presently existing or which may be entered into hereafter, between us as contractor, and E. I. du Pont de Nemours & Co. (Inc.). This agreement shall be valid for the calendar year 1975.

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with

any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. Contractor certifies to the filing of annual compliance reports on standard Form 100 (EEO-1) in compliance with Section 60-1.7 of Rules and Regulations, Office of Federal Contract Compliance (EEO) Department of Labor, unless exempt under Section 60-1.5, and to the requirement of a similar certification from each of its nonexempt contractors.
9. Contractor certifies to the maintenance of a written and signed affirmative action plan as specified in Sub-part C-Ancillary Matters; Section 60-1.40 of Rules and Regulations, Office of Federal Contract Compliance (EEO) Department of Labor, for each of its establishments, and certifies further the requirement of a similar certification from each of its nonexempt contractors.
10. Contractor certifies to E. I. du Pont de Nemours & Co. (Inc.) that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform services at any location, under its control, where segregated facilities are maintained. Contractor understands and agrees that a breach of this certification is a violation of the Equal Opportunity Clause required by Executive Order 11246 of September 24, 1965.

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As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restaurants and other eating areas, time clocks, rest rooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation or housing facilities provided for employees which are segregated by written or oral policies or are in fact segregated on the basis of race, creed, color, or national origin because of custom or otherwise.

Contractor further agrees that, except where it has obtained certifications from proposed subcontractors for specific time periods it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that it will retain such certifications in its files and that it will forward the following notice to such proposed subcontractors, except where the proposed subcontractors have submitted identical certifications for such time periods: NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: Whoever knowingly and wilfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S. Code Sec. 1001.

#### E. O. 11625 - MINORITY BUSINESS ENTERPRISE

- (a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- (b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of the contract. As used in the contract, the term "Minority Business Enterprise" means a business, at least 50 percent of which is owned by minority group members or, in the case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

#### EMPLOYMENT OF VETERANS

1. As provided in E. O. 11701 and 41 CFR 50-250 the contractor agrees that all employment openings of the contractor which exist at the time of execution of this contract and those which occur during the performance of this contract, including those not generated by the contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall, to the maximum extent feasible, be offered for listing at an appropriate local office of the Federal-State Employment Service system wherein the opening occurs and to provide such periodic reports to such local office regarding employment openings and hires as may be required; Provided, that this provision shall

not apply to openings which the contractor fills from within the contractor's organization or are filled pursuant to a customary and traditional employer-union hiring arrangement and that the listing of employment openings shall involve only the normal obligations which attach to the placing of job orders.

2. The contractor agrees further to place the above provision in any subcontract directly under this contract.
3. As provided in Section 2012 of the Vietnam Veterans Readjustment Act of 1974, with respect to all Contracts in the amount of \$10,000 or more, the Contractor shall take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

#### EMPLOYMENT OF HANDICAPPED PERSONS

It is hereby agreed that the following provisions which are set forth in regulations promulgated pursuant to the Rehabilitation Act of 1973 are made a part of any existing or future contract between the contractor and E. I. du Pont de Nemours & Co. (Inc.).

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees that, if a handicapped individual files a complaint with the Contractor that he is not complying with the requirements of the Act, he will (1) investigate the complaint and take appropriate action consistent with the requirements of 20 CFR 741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
- (c) The Contractor agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirements of the Act, (1) he will cooperate with the Department in its investigation of the complaint, and (2) he will provide all pertinent information regarding his employment practices with respect to the handicapped.
- (d) The Contractor agrees to comply with the rules and regulations of the Secretary of Labor in 20 CFR Ch VI, Part 741.
- (e) In the event of the Contractor's non-compliance with the requirements of this clause, the contract may be terminated or suspended in whole or in part.
- (f) This clause shall be included in all subcontracts over \$2,500.

Agreed to & Certified by:

Contractor

(Company Name)

By

(Signature)

Date

(Title)